



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution to amend the Memorandum of Understanding with the Lodi Police Mid-Management Organization for the period July 1, 2006 through June 30, 2007.

MEETING DATE: September 20, 2006

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt Resolution to amend the Memorandum of Understanding with the Lodi Police Mid-Management Organization through June 30, 2007.

BACKGROUND INFORMATION: The City Council directed City staff to reach an agreement with the Lodi Police Mid-Management Organizations to extend their Memorandum of Understanding with the City. The amendments, which have a monetary effect, are as follows:

- 1) An extension of the term for the period of July 1, 2006 through June 30, 2007
- 2) No Cost of living increases for the extended period of the MOU
- 3) Performance Incentive Bonuses will be adjusted to reflect the same amounts as included in the MOU with the Police Officers Association (POA)
- 4) Tuition costs will be reimbursed up to same amount as included in the MOU with the POA (up to a maximum of \$2,500 per fiscal year)
- 5) All other changes are similar to provisions included in the Police Officers Association MOU

FISCAL IMPACT: The only amendment which represents an increase in costs of any significance is the change in the Performance Incentive Bonuses. This item represents an increase in costs of \$13,500 on an annual basis and is far less than a cost of living increase would be.

FUNDING AVAILABLE: The estimated cost of \$13,500 in the Performance Incentive Bonuses is included in the Police Department Budget.


James R. Krueger
Deputy City Manager

Attachments

APPROVED:


Blair King, City Manager

RESOLUTION NO. 2006-175

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING THE MEMORANDUM OF UNDERSTANDING
WITH THE LODI POLICE MID-MANAGEMENT

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby amends the Memorandum of Understanding (MOU) with the Lodi Police Mid-Management (attached hereto as Exhibit A), with the changes shown as follows:

- 1) An extension of the term for the period of July 1, 2006 through June 30, 2007.
- 2) No cost of living increases for the extended period of the MOU.
- 3) Performance Incentive Bonuses will be adjusted to reflect the same amounts as included in the MOU with the Lodi Police Officers Association (LPOA).
- 4) Tuition costs will be reimbursed up to same amount as included in the MOU with the LPOA (up to a maximum of \$2,500.00 per fiscal year).

Dated: September 20, 2006

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I hereby certify that Resolution No. 2006-175 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 20, 2006, by the following vote:

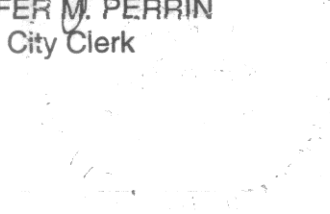
AYES: COUNCIL MEMBERS – Beckman, Hansen, Johnson, Mounce,
and Mayor Hitchcock

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


JENNIFER M. PERRIN
Interim City Clerk



MEMORANDUM OF UNDERSTANDING

EXHIBIT A

BETWEEN

CITY OF LODI

AND

LODI POLICE MID-MANAGEMENT ORGANIZATION

JULY 1, 2006 – JUNE 30, 2007

Effective July 1, 2006 and except as provided herein, the July 21, 2003 through June 30, 2006 Memorandum of Understanding ("MOU") between the Lodi Police Mid-Management Organization ("LPMO") and the City of Lodi ("City") shall extend for one year to June 30, 2007.

Salary Adjustments

There will be no Cost of Living Adjustments (COLAs) provided to the LPMO members during the term of this MOU except as provided below:

Salary adjustments shall continue for reclassifications, salary step increases, and promotions. Should any other bargaining unit within the City be granted a COLA or other across the board salary increase effective during the year following the expiration of their MOU from December 2005 to November 2007, then LPMO members shall be given the same COLA or salary increase, effective the first pay period after July 1, 2006 falls. Said COLA shall be added to base salary. Should a larger COLA or salary increase be subsequently granted to another bargaining unit effective the year following their expired MOU, LPMO members shall receive the differential of the larger COLA or salary increase, retroactive to the first pay period after July 1, 2006 falls. Said COLA or across the board salary increase differential shall be added to base salary.

Article V – Court Time

- 5.1 Employees scheduled to make court appearances during off-duty, or when on graveyard shift, shall be compensated at the rate of time and one-half for actual hours involved in such appearances. In no event shall they be paid for less than four hours.
- 5.3 Cancellation of scheduled appearance must be made at least two hours before said scheduled appearance or the minimum four hours shall be paid.

Article VI – Performance Incentive Bonus

- 6.1 Commencing with the July 1, 2005 – June 30, 2006 employee evaluation period, said bonus will be \$1,500 for those employees who have completed the service requirements of ten (10) years, and \$3,000 for those employees who have completed the service requirements of twenty (20) years.

Article XXIV – Tuition Reimbursement

24.1 Effective July 1, 2006, employees shall receive the following:

- 1) Tuition costs, up to a maximum of \$2500 per fiscal year, to be paid upon the satisfactory completion of course work.

Article XXVII - Holidays

27.5 If holiday time is not used by the end of the calendar year, it will be cashed out to the employee.

Article XXVIII – Sick Leave

28.1 Effective July 1, 2006, all employees shall accumulate sick leave at the rate of 5.54 hours per pay period (144 hours per year) with no limit on the amount that can be accrued. Sick leave shall be taken in increments of not less than quarter hours.

Term


The terms and conditions of this MOU shall apply from July 1, 2006 through June 30, 2007.

Subsequent MOU Discussions

Both the LPMO and the City mutually agree to commence future contractual discussions related to a new MOU no later than three months prior to the expiration of this MOU.

**LODI POLICE MID-MANAGEMENT
ORGANIZATION**

**CITY OF LODI
A MUNICIPAL CORPORATION**



Chet Somera, President

Blair King, City Manager

Date: 9/15/06

Date: _____